

C E R T I F I C A T E O F P U B L I C A T I O N
From THE NEWS-POST Frederick, Md.

Robert F. Scholz, Solicitor
Niles, Barton & Wilmer
929 N. Howard Street
Baltimore, Maryland 21201
(301) 539-3240

**SUBSTITUTE
TRUSTEES' SALE
OF
VALUABLE IMPROVED
FEE-SIMPLE DWELLING
THE IMPROVEMENTS THEREON
BEING KNOWN AS
108 E. SEVENTH STREET
FREDERICK, MARYLAND 21701**

Under and by virtue of the power of sale contained in a certain Purchase Money Deed of Trust from William M. Castle to Bernard H. Kanstoroom and Jeffrey M. Frost, Trustees, dated June 18, 1979 and recorded among the Land Records of Frederick County, in Liber 1085, folio 845, the holder of the indebtedness secured by the Deed of Trust having appointed Scott A. Glass and George L. Eser, Substitute Trustees, by instrument duly executed, acknowledged and recorded among the aforesaid Land Records, default having occurred under the terms thereof, and at the request of the parties secured thereby, the undersigned Substitute Trustees will offer for sale at public auction on the premises, on:

MONDAY, AUGUST 10, 1987

AT 11:15 O'CLOCK A.M.

ALL THAT LOT OF GROUND AND THE IMPROVEMENTS THEREON situate in Frederick County, Maryland and described as follows:

All that lot and part of a lot of ground situate, lying and being on the south side of East Seventh Street in Frederick City, Frederick County, Maryland, it being a part of a tract and parcel of land that was conveyed unto Elmer E. Fritz, widower, by deed dated May 27, 1922 and recorded in Liber 338, folio 470, one of the Land Records of Frederick County, Maryland, from Harmon L. Gaver and Sarah H. Gaver, his wife, beginning for the part hereby conveyed on the south line of East Seventh Street, said point being at the end of 88.40 feet on a line drawn S. 85 1/4° East from the Northeast corner of the building on the Southwest corner of East Seventh Street and Middle Alley and running thence S. 4 1/4° West 138 feet to the North side of a twelve foot alley, thence by and with the same S. 85 1/4° East 60 feet, thence N. 4 1/4° East 138 feet to the south side of East Seventh Street, thence by and with the same N. 85 1/4° West 60 feet to the place of beginning; together with the right of use of a twelve foot alley laid out in the rear of said lot, with the right of egress and ingress thereto, between Middle Alley and Chapel Alley in Frederick City.

Frederick County, Maryland, the fee simple title to which was reserved unto the said Harmon L. Gaver, the right to use the same as an easement in common with the abutting property owners is hereby granted to Alton G. Nesbitt, his heirs and assigns in title from time to time. SAVING AND EXCEPTING THEREOUT AND THEREFROM all that lot or parcel of land improved by a brick dwelling house situate, lying and being on the south side of East Seventh Street, Frederick City, Maryland, said lot or parcel of land fronting thirty (30) feet, more or less, on said East Seventh Street and running back for a depth in a southerly direction one hundred and thirty-eight (138) feet to the north side of a twelve (12) foot alley, said lot or parcel of land having a uniform width of thirty (30) feet; being the western half of all that parcel of land conveyed and described in a deed from Elmer E. Fritz to said Raymond A. Taylor and Phebe A. Taylor, his wife, dated March 28, 1925 and recorded in Liber 352, folio 301, among the aforesaid Land Records

Frederick, Md. October 21 , 19 87

This is to certify that the annexed Public

Notice was published in News/Post

a newspaper published in Frederick County on the following

dates: July 21, 1987 and August 4, 1987

THE NEWS-POST

Civil #3328

Per

The property is improved by a dwelling and is in fee-simple.

Terms of Sale: This advertisement, as amended or supplemented by any oral announcements during the conduct of the sale, constitutes the Substitute Trustees' entire terms upon which such premises shall be offered for sale, sold or purchased. The Substitute Trustees reserve the unqualified right to withdraw the premises, in whole or in part, at any time before sale or to release the premises, in whole or in part, from said Deed of Trust lien at any time before sale. If the Substitute Trustees determine that any opening bid is not commensurate with the value of the premises, they may reject the bid and withdraw the premises from sale. The highest bidder acknowledged by the Substitute Trustees shall be the purchaser. If any dispute arises among the bidders, the Substitute Trustees shall have the sole and final discretion either to determine the successful bidder or to reoffer and resell the premises.

The premises are sold "as is", and neither the Substitute Trustees nor any other party make any warranty or representation, either expressed or implied, of any kind or character, with respect to the physical condition of the premises, or as to the description of the improvements. The premises are sold subject to any and all covenants, conditions, restrictions, easements, rights-of-way and limitations of record. The premises are sold subject to the rights, if any, of persons, other than the Substitute Trustees in possession of all or of any part of the premises. Neither the Substitute Trustees nor any other party guarantee or covenant to deliver or in any way obtain possession of the premises for any purchaser.

A deposit of \$5,000 in cash, certified check or other form of exchange acceptable to the Substitute Trustees, in their sole and final discretion, will be required from the purchaser at the time of sale. The balance of the purchase price, together with interest on such balance at the rate of twelve percent (11.5%) per annum from the date of sale to the date of settlement, must be paid in cash or equivalent current funds at the date of settlement.

All state and local ad valorem real estate taxes, other public charges, regular and special assessments and the like shall be adjusted to the date of the foreclosure sale and thereafter assumed by the purchaser. The purchaser shall pay all state and local transfer taxes, including the agricultural Transfer Tax, if applicable, recordation taxes and fees, title examination costs, attorney's fees, conveyancing fees, notary fees and all other incidental settlement costs.

The purchaser shall settle and comply with the sale terms within twenty (20) days following final ratification of sale by the Circuit Court for Frederick County unless said period is extended by the Substitute Trustees for good cause shown.

If the purchaser defaults, in addition to any other legal or equitable remedies available to them, the Substitute Trustees may declare the entire deposit forfeited and resell the premises at the risk and cost of the defaulting purchaser. In such event, the defaulting purchaser shall be liable for the payment of any deficiency in the purchase price, all costs and expenses of sale, reasonable attorneys' fees, all other charges due and incidental damages. The respective rights and obligations of the parties regarding the Terms of Sale and the conduct of the sale shall be governed by the interpreted according to the laws of the State of Maryland.

**SCOTT A. GLASS,
GEORGE L. ESER,
Substitute Trustees**

ALEX COOPER, AUCTIONS, INC.
908 YORK ROAD
TOWSON, MARYLAND 21204
301-828-4838